



By and between us, Banco Improsa S.A., corporate number 3-101-079006, hereinafter for the purposes of this agreement, referred to as the "Bank," represented by the undersigned in a capacity as representative with sufficient powers to execute this agreement, and the individual or legal entity indicated at the bottom of this agreement and with sufficient powers to execute this agreement, referred to as the "Customer," we have agreed to enter into an agreement that will be governed by the following clauses:

I. This agreement will govern deposit-taking and investment products offered by the Bank to the Customer in accordance with the provisions herein indicated for each product. The Bank reserves the right to add products to the agreement through an addendum, or to modify the products herein indicated through a communication sent through the means herein indicated to receive notifications.

II. Opening accounts for products or services herein indicated will be subject to the internal approval procedures of the Bank and to the compliance with the information requirements for each product or service.

TITLE ONE: CHECKING ACCOUNT AGREEMENT.

1. The parties hereto have agreed to enter into a Checking Account agreement that will be governed by the Code of Commerce, through which the Bank will receive from the Customer, money or other funds to be credited as a deposit, and the Customer will be able to draw checks or debit notes against such funds in formats authorized or issued by the Bank. Customers will be able to authorize debits or credits to their account through the electronic or teleprocessing services indicated by the Bank below.

2. The Bank will provide a number that will identify the Customer's account. The Bank will provide the Customer or whoever is authorized with checkbooks, the cost of which will be charged to the account balance. It is the Customer's responsibility to safeguard such check and deposit books. If, at the time of providing the Customer with the checkbooks, the Customer does not report the existence of some irregularity, the documentation will be presumed not to have been duly delivered, and the Bank will be held harmless from and against all liability. The Customer will be able to request checkbooks through the company authorized by the Bank to print continuous check forms provided that such forms meet the security requirements and characteristics stipulated by the Bank. The deposit books and checkbooks can be delivered to whoever is authorized by the Customer. Nevertheless, the Customer will be responsible for safeguarding and using such books diligently. The Bank will not be held liable for the Customer's fraudulent use or negligent safeguarding of the

deposit and check forms. In the event of loss, the Customer must immediately report this in writing to the Bank; otherwise, the Bank will be held harmless from and against all liability for the checks that are wrongfully used and that may be cashed using forged signatures, unless the forgery is visibly evident.

3. The Bank must only cash checks that Customers draw against their own account; when such checks have been duly drawn; when there is fund availability, and when they comply with the provisions contained herein and with the current laws. The Bank may refuse to cash a check if issued in a language unknown to the Bank; if the payment is in a currency different from the currency of the account, if it had any defects which, according to the Bank, may seem inconvenient or dangerous, breach the Code of Commerce, have any procedural errors, and if there were a stop-payment request.

4. Pursuant to the provisions contained in Article 615 of the Code of Commerce and Article 133, subparagraph d) of the Organic Law of the Central Bank of Costa Rica, the Bank will refrain from providing information to any third parties. However, it may do so where there is a customer authorization or there is a court order. The Customer hereby authorizes the Bank to provide information related to the account to the same individuals authorized to draw checks.

5. The Customer hereby authorizes the Bank to answer any questions of merchants authorized by the Bank and that request confirmation and funds, to ensure the payment of a check drawn against the Customer's account.

6. The Customer may make a stop-payment request for a check drawn against the checking account in accordance with Article 822 of the Code of Commerce due to theft, robbery or loss through a letter that will provide all the information necessary to identify the check, the amount, and the reason for the request. The Bank will be held harmless from and against all liability if the check is cashed before receiving the stop-payment written request or even within two hours of receipt.

7. The Bank may, but it is not required to, cash checks that have been drawn by a person whose authorization or power of attorney has been revoked, provided that they were dated before the revocation or which were submitted for payment before the communication about the revocation by the Customer. The Customer is required to inform the Bank about any revocations or changes to the authorization.

8. The Bank will cash checks and payment orders provided that there is fund availability. The Bank reserves the right to determine which checks or payment orders will pay and which it will reject if the total surpasses the available balance of the



checking account. Nonetheless, the Bank may, but it is not required to, accept payment orders against a checking account that were issued by e-mail, fax, telephone, or any other means different from a check.

9. The Bank will cash any checks or payment orders issued by a Customer who is dead if there are no reasons for questioning their authenticity and provided that it does not receive any court order to withhold the account funds or make them available to a judge or executor.

10. In accordance with the current laws, checks may not be issued by the Customer as credit instruments. The Customer may not issue checks with no fund availability or to be paid at a date different from its issue date.

11. The Customer agrees and authorizes checks and payment orders of the checking accounts to be processed and cleared through electronic, telematics, and manual transfer and clearing systems established and operated by the Central Bank of Costa Rica and/or banks from the National Banking System.

12. The checks and securities received by the Bank using a checking account, a demand account, or an active account, will be deemed to be under a collection procedure, and the validity of the deposit slips will be subject to the requirement that the checks and securities to be paid in cash or its equivalent to the satisfaction of the Bank. If, for any reason and until a term equivalent to the ordinary statute of limitations, the Bank must reimburse or debit the amount that was credited, the Bank will be able to immediately debit, without any prior notice, the account of the Customer and collect such an amount. If the account did not have sufficient funds, the debited amounts will be deemed, for all purposes, an overdraft. Deposits that were credited by mistake or through fraudulent checks or instruments and deposits that were altered or with unauthorized endorsements to be made three business days upon expiration are considered in the provisions of this clause.

13. Upon request of the Customer, the Bank will return the checks that were cashed with a charge to the checking account. If checks were not cashed within a year, the Bank may incinerate them. The parties hereto agreed that the reproduction mentioned in Article 632 of the Code of Commerce may be performed by the micro-photo system or any other system that allows preserving the images of the documents in an accurate, reliable, safe, and lasting manner, by giving full evidentiary value to the documents reproduced through any such systems, thus authorizing the Bank to reduce the custody term from four years to one year.

14. Deposits made by the Customer will be applied to the account number and to the beneficiary indicated by the Customer in the corresponding deposit form or in the space provided on the back of the check to explain the reason for the deposit. The Bank will be held harmless from and against all liability if a number is incorrectly written. Furthermore,

when the Customer has indicated an amount in the deposit form and the Bank determines that the amount or the funds deposited correspond to a lower or higher amount, the Bank will credit the amount that was indeed received.

15. The deposits received on a bank holiday or after the business hours of the Bank, will be considered as received on the immediate following working day.

16. For further assurance of both parties, deposits will be valid only when the corresponding slips comply with the requirements, security seals, and other requirements established by the Bank.

17. Checks from foreign banks received as deposits: the Customer irrevocably represents and warrants to be aware that these checks are subject to the regulations of their country of origin. The Customer acknowledges that the Bank offer fund availability on the understanding that any claims will be the Customer's responsibility, so the Bank will be authorized to debit the account for the funds claimed and/or debited from the Bank's accounts by virtue of any claims. This commitment is for an indefinite and irrevocable term and will survive even then Customer does not have a checking account at the Bank, its branches and affiliates; therefore, in the event of any claims and non-payment by the Customer, the non-paid amount will be deemed an overdraft of the checking account, and the Bank will be authorized to cash it through the corresponding means. The Customer will hold the Bank and the subsidiaries of Grupo Financiero Improsa S.A. harmless from and against all civil, criminal, and administrative liability in the event of any claims of a paying bank domiciled abroad. In the event that the Customer refuses to pay the amount of the claim, thus failing to comply with this Agreement, the Bank will be authorized to file, without delay, the relevant legal proceedings, including but not limited to court collection. Customers understand that the expenses incurred by the Bank for these proceedings will be borne by them. The Customer will hold the Bank harmless from and against any liability in case of returns, if allowed by the laws of the country of the paying bank, which may not receive the original check deposited in the checking account, but a scanned image of the check instead.

18. If the checking account is denominated in a foreign currency, checks may be paid, upon request of the Bank, in demand drafts or in bank notes or in colones, at the Bank's discretion.

19. The Customer may also draw funds from a loan granted by the Bank for such purposes. Loans will be granted at the Bank's discretion and will be subject to fund availability and the execution and granting of the corresponding guarantees pursuant to the policies of the Bank. The Bank will charge an interest rate on corporate loans effective to date.

20. Any sums paid by the Bank without fund availability will be deemed an overdraft that will be paid by the Customer within three working days as of the date when the Bank made



the payment unless the Bank grants a longer term; upon the expiration of the term, the corresponding amount may bear interest at the rate established by the Bank for overdrafts. Any overdrafts must be approved. The extension of the overdraft's term must be expressed in writing. The payment of the balance of any overdraft may be required through an expedited enforcement action pursuant to Articles 611 and 632 of the Code of Commerce. This authorization will be deemed an automatic debit authorization in the event that on the date of expiration of the corresponding credit, the Customer does not make the payment. Such debit may be made within three working days of the expiration.

21. The Customer authorizes the Bank so that in case the Customer has debts of any kind or nature that are overdue and/or in arrears with the Bank or any subsidiaries of Grupo Financiero Improsa, S. A., the Bank may use the balance of the checking account of the Customer, including any interest borne to cover the payment of such debts as much as possible, without holding the Bank or the subsidiaries of Grupo Financiero Improsa, S.A., liable under any circumstances. This will be done without preventing the Bank or the subsidiaries of Grupo Financiero Improsa S.A. from resorting to the corresponding channels to collect any unpaid balances that may result upon enforcing the provisions contained in this clause.

22. The Customer may authorize the Bank to apply automatic charges to pay credit transactions, such as credit cards issued and loans granted by the Bank in the amounts and within the terms for such payments; therefore, the Customer agrees to meet all the requirements that the Bank may deem appropriate and to fill in all the forms provided by the Bank. The Customer is responsible for meeting the requirements established by the Bank for automatic charges, including but not limited to: having the funds necessary in the checking accounts to make the payments; the Customer will be responsible for the non-applied payments due to fund unavailability in the checking accounts of the Customer and must fulfill any payment obligations without delay, etc. In the event that the amounts available in the checking accounts of the Customer are in a currency different from the currency to be used for the payment, the Customer will authorize the Bank to make the sale/purchase of the corresponding currency to make the payments in the corresponding currencies (the Bank will use the exchange rate in force); the Customer will be responsible for verifying that the automatic charge has been made and that the payments were applied. In the case of credit card payments, if the charge chosen by the Customer were "in cash" and there were not sufficient balance in the checking account to apply the payment, the "minimum payment" will be made if the balance allows it and, if not, any available funds will be used to make the "minimum payment." Nevertheless, this does not exempt the Customer from making the corresponding payment to cover the remaining amount of the payment.

23. A checking account can be closed at the discretion of any of the parties through a notification three days in advance pursuant to Article 616 of the Code of Commerce. Such notification must be made in writing. The Bank will send the notification to the address indicated by the Customer. The Customer will send it to any Branch of the Bank. If, for any reason, the checking account is closed, the Customer must return to the Bank all the unused check forms. If not, the Bank will be held harmless from and against any liability for the misuse of such forms.

24. Moreover, the Bank will be authorized to disable, block, or close the account when, in the Bank's opinion, the account is being misused, without any prior notification to the Customer.

25. Every transaction made by the Customer will be subject to verification by the Bank, and the Customer will authorize the Bank to debit or credit the checking account, demand investment account, or any investment account for the transactions made by the Customer and will accept each physical slip and/or electronic records of the Bank as full evidence.

26. The Customer understands that the Bank will not be responsible for any deductions in the account as a result of taxes, or for the unavailability of such funds due to restrictions to transfers, payments or convertibility, or due to incorrect transfers, in which case the responsibility of the Bank will be limited to reimbursing the incorrectly transferred funds. In any event, the Bank will be solely responsible for the immediately caused damages and, under no circumstances, the Bank will be held liable for circumstantial or indirect damages.

TITLE TWO: SAVINGS ACCOUNTS, DEMAND DEPOSIT ACCOUNTS, INTELLIGENT ACCOUNTS, CERTIFICATES OF INVESTMENT, AND OTHER DEPOSIT-TAKING PRODUCTS

27. On this date, the Customer has asked the Bank to open a savings account, a demand deposit account, an intelligent account, a certificate of investment, or a deposit taking product duly authorized by the Bank and accepted by the Customer upon executing this agreement.

28. Regarding the aforementioned products, the remaining provisions of this agreement which are applicable and which do not contravene its nature will be enforced, particularly the provisions contained under Title One.

29. The Customer authorizes the Bank so that the information and the signatures linked to the accounts or products may be used in any deposit-taking products under this agreement.

At the express written request of the Customer, the Bank may hold the Investment Certificate(s) issued by the Bank in the name of the Client. The Bank will keep the certificate(s) in the vault of the respective Bank's Branch where the Customer delivered the certificate. Upon the Customer's request, the Bank may transfer the Investment Certificate(s) to another



Branch for safekeeping purposes upon the Customer's signed request.

Whenever the Customer requests in writing the return of the Investment Certificate(s) in custody, the Bank must deliver it to the Customer provided that there is not any court order preventing the return of the Certificate(s).

30. The Bank may enforce specific regulations for the products and accounts stipulated in this title, which will be accepted by the Customer upon executing this agreement. The Bank must properly inform the Customer about such regulations, through the means herein stipulated.

TITLE THREE: DEBIT CARD.

31. The Bank may, upon request of the Customer, provide a debit card for deposits with a right of use and linked to any of the accounts or products. The card is for personal use and non-transferable and will allow the Customer to use electronic banking services and will be subject to the regulations of VISA and its national and international processing company.

32. The Customer will be responsible for safeguarding and monitoring the card and its "PIN" code confidentially provided by the Bank to use ATMs and for an electronic access and will be held liable to the Bank for damages for a negligent or careless use of the card.

33. Every transaction made by the Customer using the Debit Card will be subject to availability of funds in the account, thus exempting the Bank from the responsibility for the rejection or non-acceptance of the transaction.

34. Customers, at their expense and risk, may ask the Bank for additional debit cards, which will be subject to the same terms and conditions herein stipulated, and cardholders will be liable to the Bank to the fullest extent.

35. In the event of loss, theft, or misplacement of the debit card, the Customer must immediately notify the Bank and will be responsible for an undue use of the card by a third party up to 24 hours after the Bank receives a written notification of the Customer. In case of transactions made with the Customer's PIN code, the term will be extended up to the third business day of the written notification.

36. The debit card may be used by the Customer anywhere in the national territory by using the different ATM networks available; therefore, the Customer expressly accepts any charge, fee, or tax for this kind of transaction, either at present or in the future, thus authorizing the Bank to debit the checking account for the corresponding amount, according to the rate applicable in the document referred to as General Service Rate Schedule, which is duly posted in the website of the Bank: www.grupoimprosa.com and which is an integral part of this agreement.

37. The Bank may suspend its use temporarily or indefinitely with no responsibility on its part in the event of misuse, a change in the political, social, or economic conditions in the country, or for an act of God or Force Majeure that will make the commercial activity risky.

TITLE FOUR: ELECTRONIC SERVICES AND INTERNET

38. Banco Improsa S.A., Improsa Sociedad Administradora de Fondos de Inversión S.A., Improsa Agencia de Seguros S.A., Improsa Servicios Internacionales S.A., Improactiva S.A., Improsa Valores Puesto de Bolsa S.A., and Improsa Capital S.A. and other current and future subsidiaries of Grupo Financiero Improsa S.A., hereinafter referred to as the "Companies" will make the "Improbank" service available to the Customer and authorized users; this service will be provided through a worldwide Internet network, so through a computer and a special secret password, authorized users will carry out queries, transactions, procedures, and requests deemed appropriate on the official website, www.grupoimprosa.com. Any other procedure, transaction or movement made on unofficial websites or without accessing the official website of Improbank will be deemed unauthorized or not performed by the Companies.

Self-Administration of Improbank

39. The Companies may provide the Customer or whomever they choose with a single password to self-administer the Improbank service, and the Customer may request another password to designate an additional administrator. Moreover, the Customer may grant one or several users the access to the information about its products or services through Improbank. Therefore, the Customer will be able to authorize users and create access profiles, thus defining the privileges for each user authorized by the Customer. The Customer will be responsible for the user network and privileges according to the channel. By executing this Agreement, the Customer expressly states to be aware of the risks inherent to the self-administration of Improbank, third-party authorization, and the creation of access profiles for products through Improbank, and in this regard, the Customer accepts them and holds the Companies harmless from and against any responsibility for the use of this tool. The password provided by the Bank to the Customer to access and use the system has a private and restricted use by the Customer, and through this Agreement, the Customer expressly and irrevocably assumes all responsibility for its use since the Customer is solely responsible for its proper use the Customer or any authorized individuals and for the use of any other security device provided by the Bank to the Customer. At their own risk, Customers have made the decision of using the agreed-upon system to administer their account; therefore, the Bank will be held harmless from and against any liability for customer damages when using this system.

40. Customers understand that they may only assign or create users for existing individuals; therefore, the Companies will verify and validate the data of the assigned users, and



such verification and validation will not hold the Companies liable for its misuse to the prejudice of the Customer, or any fraudulent use by users and/or administrators designated by the Customer. The Companies reserve the right to reject and/or remove generic users (i.e., Treasury, Accounting, etc.), existing users or legal entities designated by the Customer.

41. To access the electronic service of Improbank, users may use computers provided with proper protection against malware, spyware, and all kinds of computer viruses. Moreover, the Companies will provide the Customer with a password that must be changed when logging in to Improbank for the first time; in this regard, the Customer understands that both the password granted by the Companies and the one chosen by the Customer has a restricted and private use by the Customer, and through this Agreement, the Customer expressly and irrevocably assumes responsibility for its use since the Customer will be solely responsible for its proper use by the Customer or anyone authorized by the Customer to use such password and the security devices used for double authentication (ImproCl@ve and ImproSoftoken) provided by the Companies.

Improbank Administration by the Companies

42. The Customer may ask the Companies to be able to administer Improbank's account. Therefore, the cost of such service will be borne by the Customer according to the fee schedule approved by the Companies. The monthly fee will be paid by the Customer and automatically debited from the Customer's account.

43. To access Improbank's electronic service, users must use computers with proper protection against all kinds of computer viruses.

44. The Customer will be trained on the use of the system based on a user manual and the tutorial available at IMPROBANK; therefore, the Customer's use of this service is voluntary and under the Customer's responsibility. In this respect, the Companies will make Improbank available to the Customer and authorized users, who will hold the Companies harmless from and against any misuse.

45. In the event that the Customer requests the Companies for the administration of Improbank's account, the Customer will be able, through the system and at the Customer's expense and risk, to grant other individuals the access to use the system (Authorized Users), which will require the registration of the rights and limitations for each user by mandatorily filling in the "Authorization form for the definition of users and security roles" (Improbank's user request), following the instructions indicated in the user manual and the tutorial available in Improbank. Since the Companies will not interfere in the designation of such authorizations, the Customer will hold them harmless from and against any liability for the misuse or fraudulent use of the system. In the event that an authorized

user is dismissed by the Customer, or if the Customer denies the authorization for such a user for the services provided by Improbank, the Customer will notify this situation in writing to the Companies, and will assume all responsibility for any procedures performed by the dismissed or unauthorized user before providing the respective notification. Once the notification is provided, the Companies will deny the access to such user to the services provided by Improbank against the will of the Customer. Therefore, the Electronic Banking Department agrees to disable a user within twenty-four hours as of the date of being instructed by the Customer. The Customer's request will be handled during the Bank's or the Companies' business hours for such service.

46. The Companies may give the Customer the option of defining and/or selecting Operational Roles (set of role codes composed of the different services provided by Improbank), to grant authorized users a single role to access different kinds of services. Nevertheless, the Customer will have the option referred to as customized role to choose the services to meet specific needs, with the requirement to fill in the Operational Role form. Moreover, users with an RO1 role code (Total Access – Owner) will have the power to exclude products, make stop-payment requests, and update customer data. In the event of reactivation, the Customer must fill in Improbank's User Request.

47. If an authorized user does not remember or does not know the password, this user should ask the Customer to fill in the Password Update form and send it to the Electronic Banking unit. Once received, the response time will be a maximum of 2 hours to complete the password update.

48. Customers will have a Transaction Signature Scheme Form at Improbank to authorize users of their preference to access their different goods and services, so they will have two types of excluding scheme to choose from: By Account and By Type of Transaction. To create a signature scheme, the Customer must have at least two authorized users in Improbank.

General Clauses for Electronic Service

49. The Customer must assign a password to each authorized user at the time of filling out Improbank's User Request, and will be responsible for protecting it as a good parent and inform it to users because it will be used when communicating with the Electronic Banking Department to ask for the password activation (new or regenerated).

50. The new and regenerated passwords will be sent as inactive by e-mail to the addresses recorded in Improbank's database for the Customer or authorized users. In the event of changes to e-mail addresses, both the Customer and the users must update this information in Improbank, in the section Personal Data Update Maintenance; otherwise, the Companies will be not be responsible for passwords sent to outdated e-mail addresses. In the event that customers do not have authorized



users, they must report the change of e-mail address directly to Improbank.

51. When the Customer or authorized users log in to Improbank for the first time, the system will ask them mandatory security questions that they must answer to continue and be able to log in to Improbank; the answers will be recorded in the system for future password unblocking in the event that, by mistake, the user enters an incorrect password three times in a row. The Customer or authorized users may update this information, when required, in the option Maintenance – Security.

52. Through Improbank, the Customer and authorized users may access all the services provided by the Companies through a code or "security password" or a security device provided by the Companies for the Customer to access and use the system. The password must be changed by the Customer and authorized users when logging in for the first time. The Customer may change the password as many times as deemed necessary; however, by making such changes, the Customer will not be able to use any of the last ten previously-used passwords. The Companies may require the Customer to change the password regularly to continue using the services. The password has a restricted and private use by the Customer and authorized users, who expressly and irrevocably assume all responsibility for the use of the system and any other security devices because they may be used to access funds in the accounts and products of the Customer. It must be clarified that the Companies do not have access to the password since it is changed by the Customer and authorized users without the knowledge of the Companies when logging in for the first time or when necessary. The password is intended as an identification to replace a handwritten signature and only the Customer and authorized users will know it for Improbank. The Customer and authorized users will be solely responsible for the correct or incorrect use of passwords and they must, at all times, ensure their protection as a good parent. Such passwords are used for identification purposes and they have full evidentiary value for digital, logical, or any other kind of records of the Companies when performing transactions through this service. The system will provide the Customer with three attempts to log in using the correct password in force; otherwise, the access will be denied, and the service will be blocked for security reasons.

53. Making money transfers or any other kind of investments using the tools provided by the system will mandatorily require users to enter the "password" or any other kind of double authentication security device (ImproCl@ve and ImproSoftoken), and will be recorded in the security logbook. This electronic record is irrefutable evidence in any administrative or court proceeding that the transfer or investment was made by the Customer or authorized user, thus holding the Companies harmless from and against any liabilities, so that they do not have to prove a fund transfer in any other way. The Customer agrees and acknowledges as full proof of the transactions performed through the electronic

means herein regulated, the slips containing account data and movements in the Security Logbook of the system.

54. The Customer and authorized users may make queries and authorized transactions using the system, and they will be deemed authorized and properly performed by the mere fact that the system was accessed through the password and/or double-authentication security devices (ImproCl@ve and ImproSoftoken) provided by the Companies, so the Bank provides the Customer with a virtual keyboard that can be optionally used.

55. The password must contain at least eight characters, using a combination of three of the following characters: i) lowercase letters; ii) uppercase letters; iii) numbers; iv) special authorized characters (!, ?, +, \$, %, _ , . , @, =, #), for example: Pyme2010.

56. After this security stage or when updating any and all terms and conditions of the products or services provided by the Companies through Improbank, the system will display the clauses about use, terms and conditions in a digital manner to inform the Customer and authorized users about such terms and conditions, their use, including but not limited to the schedules and costs of the different services. Customers and authorized users will have the power to accept the aforementioned clauses, so they will agree to fully abide by them; otherwise, and to have access to Improbank, they must ask to be excluded from an undesired service by modifying their operational role.

57. The Companies may provide the Customer with new products, services, and information through the system. The Customer agrees that such products and services will be governed by the stipulations of the system and agrees to be careful as a good parent when using the system.

58. The Customer authorizes the Companies from now on so that the accounts and products indicated in the form referred to as Product, Deposit-Taking Service and Card Application to be authorized as target accounts in the system. Moreover, as of now the Customer herein authorizes the Companies to automatically integrate to the administrator user, the cardholder, and/or the legal representative of each account and product to acquire, agree with, or engage with them as target accounts in the system, thus automatically associating them with Improbank, with no need to sign the additional integration request for each account or product or to sign any addendum to this Agreement. If the Customer does not want to allow this automatic integration regarding one or several the products or accounts agreed, engaged, or acquired from the Companies, Customers must state it in writing at the time of acquisition or engagement of the accounts and services that they wish to keep outside the service of Improbank, in which case, the Companies will keep the accounts or products that Customers decides to exclude outside the service of Improbank.



59. The Companies will provide Customers with a calendar service to schedule credit card payments, transfers between their own accounts and/or to a third party, international transfers, payroll payments, and/or any other service provided by the calendar system. The Customer is aware and agrees that when using the calendar system, the service chosen will be provided and debited for the amount, on the date and on the selected account provided that there is fund availability. The Company will timely inform the Customer when this service is enabled.

60. The Companies will provide the Customer with a mass payment service through Improbank (third parties of Bank Improsa and local "interbanking" third parties).

61. The cardholder, the legal representative, or the authorized users who could sign in the accounts may make a stop-payment request for a check issued against their checking account in accordance with Article 822 of the Code of Commerce due to theft, robbery, loss, or violence to obtain it. Such stop-payment request will be final through an original letter that will indicate sufficient data to identify the check, including the number of the check or checks against which the stop-payment request is issued, the number of the checking account corresponding to the check(s), the name of the cardholder of the checking account, and a clear explanation of the fact that justifies the delivery of such document; the Customer has one (1) working day to deliver it to the branches or head office of Banco Improsa. The Customer or the authorized users who can sign in the accounts will be solely responsible for filing the corresponding applicable claims with any competent authorities. The Companies will be held harmless from and against all liability if the check is cashed before the stop-payment request is entered in Improbank. If after the stop-payment request, the drawer decided to order the payment of the check, the drawer must revalidate it by writing under the signature on the back, a legend that clearly expresses this, and will date it and sign it.

62. The duly authorized Customer and users will be able, at their own risk and responsibility, to register the target accounts to which funds will be transferred and they will expressly and irrevocably assume all responsibility for this.

63. If, by mistake, neglect, lack of skill, or negligence, the Customer or Authorized Users access Improbank to perform a transaction and/or transfer to an undesired account, the Companies will not be able to make any debits or reversals and they will not be held responsible.

64. The Customer agrees with the fees indicated in the current system as detailed in the document referred to as General Service Fee Schedule, which is duly posted in the website of the Bank: www.grupoimprosa.com and which is an integral

part of this Agreement, which indicates the applicable fees, for each service provided by the Companies.

65. Improbank will be operating 24/7 throughout the year, except for an act of God or Force Majeure. The Companies are authorized to reduce the schedule at their convenience by timely informing the Customer. Such communication about the reduced schedule may be made by the Companies five working days in advance through inserts or incorporated notes through this same means in accordance with this Improbank Agreement. Nevertheless, there will be daily closing periods for each product, during which not all the queries and transactions will be available to the Customer through Improbank.

66. Customers will hold the Companies harmless from and against all responsibility for the suspension or partial or total interruption of Improbank due to technical, administrative, or legal reasons or for causes beyond their control, so Customers will indicate their consent.

67. The failure of the Customer to comply with any obligations or responsibility for the misuse of the system, will entitle the Companies, with no responsibility whatsoever, to temporarily or indefinitely suspend the access to this system with no need to resort to court or arbitration proceedings.

68. Moreover, the Customer understands and accepts that the digital, physical, or any other kind of back-up used by the Companies to record the transactions of the Customer through Improbank have full evidentiary value.

69. By executing this Agreement, the Customer undertakes to comply with the following requirements related to the use of Improbank:

a. The Customer undertakes to become aware of all the recommendations and instructions issued by the Companies regarding the use of Improbank.

b. The Customer will try to take any necessary precautions so that Improbank password is not disclosed to any third parties, and understands that its use is strictly personal and restricted.

c. The Customer will take any security actions indicated by the Companies regarding the use of Improbank.

d. The Customer must use Improbank in computers with all the necessary antivirus and protections against malware, spyware, virus, etc.

e. Moreover, the Customer undertakes to use the double authentication security devices (ImproCl@ve and ImproSoftoken) as required by the Companies to log in to Improbank and for the transactions.



f. To prevent any form of electronic fraud, the Customer must omit, reject, and remove any e-mail, fax, text message, or phone call that asks for personal information about the password for Improbank, or information about any device provided by the Companies to be used in Improbank's account. Furthermore, the Customer must avoid using forbidden or suspicious websites; downloading systems or applications that are deemed risky; opening e-mails and, above all, opening attachments from unknown senders or from known senders who have not previously informed about such attachments. Moreover, the Customer must avoid accessing the webpage of Improbank using links that are included in e-mails.

g. When logging in to Improbank for the first time, the Customer must immediately change the password that was sent by e-mail, thus taking the security actions set forth herein.

h. Customers must log in to Improbank through the official website of the Companies, www.grupoimprosa.com, and after this the Customer will access the link of Improbank 4.0; once Customers have logged in to the webpage of Improbank and before entering their information, they must verify that the address bar shows the expression https and a closed padlock and that the website address is correct, www.improbank.com, that is, it must not contain any additional letter or must not omit any letters (example of incorrect address: www.lmpobank.com, please note that the letter "r" was omitted).

i. Customers must indicate to the Companies when providing their personal data, the means to receive information that the Companies must communicate about the services provided.

j. Customers must immediately notify the Companies in case of receiving any e-mail, text message, or fax of suspicious origin that may endanger their password security. Moreover, they must inform any suspicious case about the violation of any security device.

70. In compliance with the Law for the Promotion of Competition and Effective Consumer Defense, the Companies undertake the following:

a. The Companies undertake to send Improbank's password to the e-mail address that the Customer stipulated when opening the account or requesting Improbank. However, the Customer will be responsible for providing a correct e-mail address of exclusive use. Therefore, the Customer will be responsible for updating data as indicated by the Companies if there is a change in the e-mail address. The Companies will be held harmless from and against any responsibility in the following cases: 1. In the event that the Customer fails to comply with the obligation of providing a correct e-mail address of exclusive use; 2. in the event that the Customer has not updated the e-mail address, or if after updating it, an incorrect e-mail address is provided.

b. The Companies agree to protect the activation code indicated by the Customer when opening the account and requesting Improbank.

c. The Companies must clearly inform the Customer about the use of Improbank.

d. The Companies undertake to update the conditions contained in the Agreement, in the Terms and Conditions of the website and in the Improbank's manual-tutorial. Such changes are deemed accepted by the Customer; if rejected, the Companies will be authorized, with no liability on their part, to disable the access to Improbank.

71. Regarding the provision of Improbank's service, the Companies will be held harmless from and against all responsibility in the following cases:

a. In the event of noncompliance by the Customer or authorized users with the obligations contained in this Agreement and in the terms and conditions, and in the event of misuse of the service provided by Improbank.

b. In the event that the Customer or authorized users misuse or disclose to any third party, the username, password, activation code, and/or any other security device assigned by the Companies to access Improbank.

c. In the event of noncompliance by the Customer or authorized users with the security recommendations indicated by the Companies to use Improbank.

d. Everything that has been stated in this Agreement as the Customer's irrevocable responsibility.

TITLE FIVE: GENERAL CLAUSES

72. The Signature Register attached to this Customer Agreement will be used in all the accounts and products under this Agreement. Every authorized person to draw checks against the checking account or other investments governed by this Agreement will be authorized to sign the consent with the account statements, request, and pick up the checkbooks to use the account, request the return of canceled checks, and sign the corresponding slips, ask the Bank for any information related to the account, and request a certification of balances. Every authorization to draw checks against the checking account will be deemed valid provided that the Bank has not received a written revocation by the Customer.

73. Every account that remains inactive for 6 months will be automatically closed, and for all funds in such an account, the corresponding administration fees for inactive accounts in accordance with the current policies will be debited. The Customer may ask for the remaining funds of the account within the statute of limitations established by the applicable laws.



74. Every person authorized to draw against the accounts or products of the Customer will be authorized to sign the consent with the account statements, request, and pick up the checkbooks to use the account, request the return of canceled checks or investments and ask the Bank for any information related to the account and products. Every authorization to draw checks against the checking account will be deemed valid provided that the Bank has not received a written revocation by the Customer, who must have submitted it to the Bank's head office at least 24 working hours before the corresponding payment.

75. The Bank will send the Customer an account statement or investment statement on a monthly basis. If, within thirty days of the delivery, the Customer did not challenge the statement, the accounts will be deemed as acknowledged as they were presented, and the balance indicated in such statement will be deemed accepted.

76. Customers indicate as the place to receive any type of correspondence or notification related to the accounts and products governed by this Agreement, the address, fax, or e-mail address indicated in their records or indicated at the end of this Agreement. In the event that Customers decide to change their address, they must inform it in writing to the Bank, so that the corresponding changes are made.

77. The Bank's Fee Schedule is stipulated in the document referred to as General Service Fee Schedule, which is duly posted in the website of the Bank: www.grupoimprosa.com, and which is an integral part of this agreement and establishes the applicable fees for services provided by the Companies.

78. The Bank may charge and/or debit the account for the monthly fees established in the applicable fee schedule for checking accounts with monthly balances lower than the minimum balance established by the Bank. Moreover, the Bank will establish the maximum amounts of checks that can be drawn against a checking account in a given period. The Bank will provide the Customer with information about fees, for both maximum amounts of checks and minimum monthly balances.

79. The Bank will establish an interest payment methodology for each product or account in accordance with the policies and approach established for such purposes. The interest will be credited to the account of the Customer according to the method of calculation and payment of each product (monthly, daily, etc.). If the average balance as of the cutoff date is lower than the minimum, the account or product will bear no interest. The Bank will debit the account or product with a monthly service fee if the average balance is lower than the minimum according to the document referred to as General Service Fee Schedule, which is duly posted in the website of the Bank: www.grupoimprosa.com, and which is an integral part of this agreement.

80. This Agreement is for an indefinite term and will be terminated for any of the reasons indicated herein or in the Code of Commerce.

81. This Agreement may be amended by the parties at any time. In the event that the amendment is proposed by the Bank, the change will be submitted to the Customer in writing to the authorized address as indicated herein. If the Customer did not submit a written objection to the amendment, which may consist of a total or partial amendment within a maximum term of ten calendar days as of the delivery date, the amendments will come into force, thus superseding the previous provisions. If the Customer did not agree with the amendment and stated an objection in writing, the Bank, within the aforementioned maximum term of ten calendar days, will be authorized to unilaterally terminate this Agreement without any responsibility of any kind by the Bank. If the amendment were proposed by the Customer, the acceptance must be stated in writing through an addendum to be executed by the representative of the Bank.

82. The Customer agrees to provide information required to comply with Law No. 8204 "Law on Narcotics and Psychotropic Substances, Unauthorized Drugs, Related Activities, Money Laundering, and the Financing of Terrorism" and the regulations to the "Know your Customer Policy" issued by the General Superintendence of Financial Entities, SUGEF. The Customer authorizes a verification through the means that the Bank deems appropriate and authorizes the Bank to provide information about customer activities in cases required by National or Foreign Authorities. The Bank may request additional information and/or verify all the information received and/or provided by the Customer to comply with the applicable regulations. I agree and certify to have been informed about the following: a) The existence of a database at Banco Improsa S.A., Improsa Sociedad Administradora de Fondos de Inversión S.A., Improsa Agencia de Seguros S.A., Improsa Servicios Internacionales S.A., Improactiva S.A., Improsa Valores Puesto de Bolsa S.A., Inmobiliaria Improsa S.A., and Improsa Capital S.A. and other current and future subsidiaries (hereinafter the "Companies") of Grupo Financiero Improsa S.A. ("GFI"); b) the information provided to the Bank and/or the Companies of GFI, including my restricted personal data and photo, may be used by the Bank, the existing or future Companies of GFI, even at an international level, and/or third parties outsourced by the Companies of GFI, on the understanding that such third parties outsourced by the Companies that have access to the databases in compliance with the law, including but not limited to, for the purposes of the procedures and approval of transactions, direct sale, formalizations, handling, and filing of records, data validation, delivery of account statements, research and offers of other products and services, for the agreements of the different products provided by the Bank and/or the Companies of GFI; business and marketing matters, general information, security recommendations, promotions, all kinds of banking and financial service offers and the collection of transactions by



phone ("call center", digital media, text messages, e-mail, or any other means that the Bank and/or the Companies deem appropriate; c) the information may be transferred and used by other Companies of GFI and/or third parties outsourced by the Companies, including third parties that may access the databases of the Companies in compliance with the law, d) the recipients of the information are the Bank and the Companies of GFI and may be consulted by the officers of the Bank and such Companies, as well as third parties outsourced by the Bank and/or the Companies in compliance with the law; e) the delivery of information has an authoritative nature; f) that I can request the access to, rectification, updating and even removal of information in accordance with the terms established by the Law on Personal Data Protection; g) that the non-delivery or a request for removal of the information requested and/or recorded in the database may make the Bank or the Companies of GFI to reject the request for services and the Bank and other Companies of GFI to refrain from offering and providing services. The Bank and/or the Companies may, at any time, request an update and substitution of information provided; h) that I expressly and irrevocably authorize the Companies, as applicable, to access and consult the information recorded in the Credit Information Center (CIC, for its acronym in Spanish) of the General Superintendence of Financial Entities and the databases commercialized by third parties outsourced by the Companies in compliance with the law. Moreover, this authorization allows the use of the information accessed and that such information may be shared by the Companies of GFI. Therefore, I expressly authorize the Bank and the other Companies of GFI to use, collect, store, and transfer information related to my personal data, including but not limited to restricted data and photo, for the aforementioned purposes.

83. The Bank makes different channels available so that customers can make suggestions and file complaints that will be diligently processed within a maximum of seven business days in an objective and discreet manner by providing a consistent and timely response.

The means available to you as a customer are: suggestion boxes located at all our branches in the greater metropolitan and rural areas, or by sending your comments or observations to the e-mail of Banco Improsa's Controllershship Services at contraloriadeservicios@grupويمprosa.com or by calling 2522-3840.

Likewise, our institution is duly affiliated to the Financial Consumer Bureau.

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

I hereby declare that:

84. I am aware and understand the contents of the following articles:

a. Article 24 of the Political Constitution of the Republic of Costa Rica: "The right to privacy, to freedom, and to the secrecy of communications is guaranteed."

b. Article 615 of Code of Commerce of the Republic of Costa Rica, which reads as follows: "Bank checking accounts are inviolable and banks may only provide information related to them upon request and as authorized in writing by the account holder, through an order of a competent court authority, with the exception of the intervention by the General Superintendence of Financial Entities in compliance with the duties determined by law."

c. Article 13 of the Regulations for the Performance and Conduct of the National Stock Exchange: "Brokerage houses must establish the necessary policies, procedures, and internal controls to manage confidential and insider information. Furthermore, they must keep records of persons who may have access to insider information, including those indicated in Article 103 of the Regulatory Law for the Stock Market."

85. The Companies are part of a Financial Group referred to as Grupo Financiero Improsa, as set forth in Article 141 of the Organic Law of the Central Bank, number 7558 of November 27, 1995, as amended.

86. That I am aware and understand that Grupo Financiero Improsa is considered a Foreign Financial Entity for the purposes of Section 1471 of Chapter Four of the US Income Tax Act and the Intergovernmental Agreement between the Government of Costa Rica and the Government of the United States of America to improve the Enforcement of the International Oversight and Implementation of FATCA, entered into by both governments on November 26, 2013; therefore, it is bound to carry out due diligence processes in all borrowing transactions to identify i) beneficiaries of transactions who are individuals considered taxpayers in accordance with the applicable regulations in the United States of America and ii) legal entities with an interest in a US taxpayer equal to or higher than 10% of the stock or quotas with voting rights, or holders of 10% or more of the totality of the capital stock of a legal entity (both the individuals included in item "i" and the legal entities included in item "ii" will be hereinafter referred to as "Taxpayers").

87. That I am aware and understand that Grupo Financiero Improsa in a capacity as Foreign Financial Entity in accordance with paragraph 85, is bound to perform certain processes that may directly or indirectly imply a withholding of up to 30% of the amounts deposited in the account and/or transaction, only if required by Chapter Four of the US Income Tax Act, the Intergovernmental Agreement between the Government of Costa Rica and the Government of the United States of America to improve the Enforcement of the International Oversight and Implementation of FATCA, entered into by both governments on November 26, 2013, or its regulations."



88. That I am aware and understand that Grupo Financiero Improsa acting in a capacity as Foreign Financial Entity in accordance with paragraph 85, must report to the US Treasury Department, the Ministry of Finance, or whoever is appointed for such purposes, as of the date it is required, information about borrowing transactions of taxpayers. This information includes but it is not limited to: i) for individuals considered as Taxpayers: full name, ID number, address, holder of the account number and/or transaction, average balances of the account and/or transaction, and deposits, withdrawals, and gross payments originated from or to the account and/or transaction; and ii) for legal entities considered as Taxpayers: about the account and/or transaction: account and/or transaction number, average balances, deposits, withdrawals, and gross payments originated from and to the account and/or transaction; about a holder-legal entity: full name, corporate number, and corporate domicile; about an individual with an interest in the legal entity of 10% or more of the stock or quotas with voting rights, or holders of 10% or more of the totality of the capital stock of the legal entity: full name, corporate number, and address.

Based on the above, the undersigned agrees with the following and to hold Grupo Financiero Improsa harmless from and against any civil and/or criminal liability for the following procedures:

89. That Grupo Financiero Improsa may require any additional information that is deemed appropriate to comply with Chapter Four of the US Income Tax Act, the Intergovernmental Agreement between the Government of Costa Rica and the Government of the United States of America to improve the Enforcement of the International Oversight and Implementation of FATCA, entered into by both governments on November 26, 2013, or its Attachments, including any necessary documents for a due diligence process described in paragraph 85.

90. That the undersigned agrees and acknowledges that in the event of not providing the information required within the terms indicated by Grupo Financiero Improsa, the penalty indicated in paragraph 86 will be applied.

91. That Grupo Financiero Improsa must report the information set forth in paragraph 87 to the US Treasury Department and the Costa Rican Ministry of Finance or any other entity authorized for these purposes, including but not limited to governmental institutions of such government inside and outside the United States, and any other foreign government – including Costa Rica – that the US government deems appropriate.

AUTHORIZATION TO USE ALTERNATIVE MEANS TO ISSUE MANUAL INSTRUCTIONS

92. The Bank authorizes the Customer to use other communication means to transmit and/or send requests and

instructions to the Bank related to or with a direct impact on the account(s) held by the Customer at the Bank.

93. The alternative means authorized to send instructions include: fax and/or e-mail (with digital signature or with duly signed scanned document). By virtue of such authorization, the Bank may consider the requests and instructions issued by the Customer through the indicated alternative means as good, true, valid, and effective.

94. Nevertheless, the Bank keeps the right and power to fully implement the instructions or totally or partially disregard them when, at the Bank's discretion, there are doubts about the truthfulness of the instructions, the Customer's identity and will, or when the Bank considers that the Customer has not complied with the requirements and procedures indicated for the implementation of instructions issued by the Bank.

95. The Customer states the following data (e-mail address) for identification purposes:

E-mail address:

96. Any modification to the information provided by the Customer must be notified to the Bank before any new operational instructions. This modification may be informed to the Bank through alternative communication means.

96. Moreover, the Customer agrees that the account statements be sent to the previously indicated e-mail addresses.

97. The Customer understands that the alternative communication means to issue instructions to the Bank may be infallible, unsafe and unreliable; therefore, the Bank may not guarantee all the security necessary for this type of



transactions. Consequently, the Customer expressly states to have understood the risks for alterations or frauds and/or eventual errors caused by the instructions issued through alternative means. In this regard, the Customer will hold the BANK harmless from and against all damages caused to third parties because of the instructions and agrees to compensate the BANK for the damages.

98. Upon executing this Agreement, the Customer agrees that:

- a. The data indicated in the application form and submitted to the Bank are correct, and authorizes the Bank to verify them if requested by a third party.
- b. The Customer's income and assets come from legal activities.
- c. The Customer has read the entire Agreement and agrees with its terms and conditions.
- d. That during the execution of this Agreement, current interbank agreements, rules, and regulations will be applied.
- e. That in the case of legal entities, the Customer is duly authorized to act on behalf of the legal entity and to execute the Agreement and that the information provided to the Bank regarding this Agreement is true and accurate, and any omission or forgery will authorize the Bank to lawfully and immediately terminate this Agreement and to close the respective account. Moreover, the Customer agrees that the Bank may close the accounts if it is proven that the income and expense transactions come from illegal activities, or in case the Customer is not able to prove the origin of the funds.

The address to receive notifications related to this Agreement will be indicated in the last "Know Your Customer Form" updated by the Customer.

We have read and agreed with the full contents of this document, which we ratify and in witness whereof we sign in the following place and date:

Month _____ | Day _____ | Year _____

Place: _____

Name of Customer or Legal Representative:

Signature of the Customer:

By the Companies (bank and/or subsidiaries of GFI)

Name:

Signature:

Observations:

